

Memorandum



Date: January 20, 2005

Agenda Item No. 7(D)(1)(B)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burge
County Manager

A handwritten signature in black ink, appearing to read "Burge", written over the printed name of the County Manager.

Subject: Resolution Authorizing the County Manager to Execute an Interlocal Agreement Between Miami-Dade County and the City of Hialeah for Specified Water and Sediment Quality Sampling and Analysis

RECOMMENDATION

It is recommended that the Board authorize the County Manager to execute an Interlocal Agreement between Miami-Dade County (County) and the City of Hialeah for specified water and sediment quality sampling and analysis. The City of Hialeah, under the terms of this agreement, will pay the County approximately \$80,000 over a three year period for sampling, analysis and reporting conducted at National Pollutant Discharge Elimination System (NPDES) water and sediment quality stations within and adjacent to the City of Hialeah. No matching funds are required on behalf of Miami-Dade County under the terms of this agreement.

BACKGROUND

The Department of Environmental Resources Management (DERM) conducts surface water and sediment quality sampling as a requirement of the County's NPDES permit. The program assesses water and sediments in primary canals throughout the county, including nine locations in and around the City of Hialeah. The existing County NPDES permit covers Miami-Dade County and 25 municipalities as 'Co-permittees' to the County's permit. The City of Hialeah, in an effort to maintain consistency with the County's program has requested the County collect, analyze and report water quality and sediment quality for those water quality and sediment quality stations in and adjacent to the City. The 3-year Interlocal Agreement establishes the locations, parameters to be sampled and associated costs for the covered activities. The City of Hialeah will pay all additional costs associated with the County's collection, analysis and reporting of the water and sediment quality samples.

A handwritten signature in black ink, written over a horizontal line, representing the Deputy County Manager.

Deputy County Manager




MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 20, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(D)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
 - ☐ 6 weeks required between first reading and public hearing
 - ☐ 4 weeks notification to municipal officials required prior to public hearing
 - ☐ Decreases revenues or increases expenditures without balancing budget
 - ☐ Budget required
 - ☐ Statement of fiscal impact required
 - ☐ Bid waiver requiring County Manager's written recommendation
 - ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
 - ☐ Housekeeping item (no policy decision required)
 - ☐ No committee review
- ✓

Approved _____ Mayor

Agenda Item No. 7(D)(1)(B)

Veto _____

01-20-05

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY
MANAGER TO EXECUTE AN INTERLOCAL
AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND THE CITY OF HIALEAH FOR SPECIFIED
WATER AND SEDIMENT QUALITY SAMPLING
AND ANALYSIS; AND TO EXERCISE THE
PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes a three (3) year Interlocal Agreement between Miami-Dade County and the City of Hialeah for specified water and sediment quality sampling and analysis, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida, to exercise provisions contained therein; and to execute necessary extensions of time.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

PST

Peter S. Tell

INTERLOCAL AGREEMENT
Between City of Hialeah and Miami-Dade County for Surface Water
and Sediment Quality Sampling and Analysis

This Interlocal Agreement by and between the City of Hialeah (City), Fl, and Miami-Dade County through its Department of Environmental Resources Management (DERM) is made to provide the City with services and information necessary to comply with the requirements set forth in the City's NPDES Permit (No. FL000023) Monitoring Plan, and to provide cost sharing benefits to both parties.

- I. City of Hialeah agrees to compensate Miami-Dade County for costs associated with conducting water and sediment quality sampling and analysis at nine (9) stations in and adjacent to the City of Hialeah, as required in the City's NPDES Permit mandated monitoring plan.

Water quality samples will be collected and analyzed bi-monthly on the same day (e.g., no more than 24 hours between collection of the first and last sample). Sediment samples will be collected and analyzed once during the period of this agreement.

- II. Period of Agreement. The agreement will commence upon final execution by both parties, and end September 30, 2007, unless modified as provided for herein.

- III. The following water quality parameters and methods will be utilized:

- Dissolved Oxygen (metered)
- TSS
- Hardness
- pH
- Total Kjeldahl Nitrogen (as N) (mg/l)
- Nitrate plus Nitrite (as N) (mg/l)
- Total Phosphorus (mg/l)
- Dissolved Phosphorus (mg/l)
- Dissolved Copper (mg/l)
- Dissolved Lead (mg/l)
- Dissolved Zinc (mg/l)
- Dissolved Cadmium (mg/l)
- Fecal Coliform (org/100 ml)
- Enterococcus (org/100 ml)

- IV. Surface Water Quality Stations: The following surface water locations will be sampled on a bi-monthly basis:

1. **HIA-LR01** – Little River Canal at W. 16th Avenue and north of E. 52nd Street.
2. **HIA-LR02** - Little River Canal at E. 8th Avenue and south of W. 53rd Street.
3. **HIA-LR08** – Little River Canal at W 4th Avenue and W 53rd Terrace.
4. **HIA-LR10** – Little River Canal at W 28th Avenue and W 53rd Street
5. **HIA-RR01** – Red Road Canal at W. 4th Avenue and W. 68th Street.

6. **HIA-RR02** - Red Road Canal at W. 4th Avenue and W. 37 Street.

V. Sediment chemistry and toxicity analysis will be conducted accordance with Florida Department of Environmental Protection standards, and collected concurrently with the Miami-Dade countywide assessment of canal sediments. Station locations will be determined at the time of sampling in a manner consistent with the protocol utilized by the DERM for the countywide assessment of sediments. The three sediment sampling stations cited in Section VIII. of this memorandum as "adjacent to the City" are located in the Miami Canal approximately west of S.E. 8th Street, W. 9th Street, and W. 29th Street.

VI. DERM agrees to provide the City with copies of the laboratory results and **Chain of Custody** report by November 30th for each previous fiscal year. These results will be transmitted to the Florida Department of Environmental Protection as part of the City's stormwater NPDES annual report submittal.

VII. Cost of Surface Water Sampling and Analysis. The City of Hialeah agrees to reimburse DERM for the costs incurred in performance of this agreement. The total amounts reflected in the table below for are water quality sampling and analysis.

	Total FY04-05	Total FY05-06	Total FY06-07
Total Laboratory Expenses	\$2,928.00	\$2,986.56	\$3,046.29
Capital Purchases	\$0.00	\$0.00	\$0.00
Equipment Maintenance	\$0.00	\$0.00	\$0.00
Operating Supplies	\$0.00	\$0.00	\$0.00
Vehicle Operating Expenses \$20/day	\$60.00	\$60.00	\$60.00
Boat Operating Expenses \$100/day	\$0.00	\$0.00	\$0.00
Salary	\$1,567.20	\$1,698.56	\$1,835.20
Fringe	\$389.76	\$422.43	\$456.41
Dept A/S	\$471.73	\$511.27	\$552.40
Division	\$779.37	\$844.69	\$912.64
Annual Project Cost	\$6,196.06	\$6,523.51	\$6,862.95
Total Water Assessment Cost			\$19,582.52

VIII. Cost of Sediment Sampling & Analysis. The City of Hialeah agrees to reimburse DERM for the costs incurred in performance for sediment chemistry and toxicity. Cost for the sampling and analysis at the nine stations will be:

	No. Sta.	Per Station	Cost
1. Stations within the City	6	\$8,000	\$48,000
2. Stations adjacent to the City	3	\$4,000	<u>\$12,000</u>
Sediment Sampling & Analysis Cost			\$60,000

IX. Total Agreement Cost. The total reimbursable cost to DERM for collecting and analyzing surface water quality and sediment chemistry and toxicity sampling are:

Water Quality (3 years)	\$19,582.52
Sediment Chemistry and Toxicity	<u>\$60,000.00</u>
Total Project Costs	\$79,582.52

X. Amendments. This MOA can be modified by amendment through mutual agreement of both parties. All amendments to the agreement must be in writing and signed by both parties.

XI. Deliverables and payments. The City of Hialeah agrees to reimburse DERM for costs associated with conduct of activities set forth in this agreement, at the schedule defined in Sections V and VI. The DERM will submit all validated and quality assured data, including copies of laboratory results and Chain-of-custody sheet. DERM will submit invoices no more frequently than quarterly to the City. The City will review the submittal and invoice and notify the DERM within 14 days of any discrepancies or questions regarding the submittal or invoice. Payment of the invoice is due to 30 days after acceptance of the invoice.

XII. Approvals. This Memorandum of Agreement is agreed to, and becomes effective upon final execution of the agreement by both parties:

For:
City of Hialeah, Florida

For:
Miami-Dade County

Raul L. Martinez, Mayor

George M. Burgess, County Manager

Date

Date